III. REMARKS

Claims 1-6 are pending. By this Amendment, claims 1-2 and 4 have been amended. Applicant does not acquiesce in the correctness of the rejections and reserves the right to present specific arguments regarding any rejected claims not specifically addressed. Further, Applicant reserves the right to pursue the full scope of the subject matter of the original claims in a subsequent patent application that claims priority to the instant application. Reconsideration in view of the following remarks is respectfully requested.

Entry of this Amendment is proper under 37 C.F.R. §1.116(b) because the Amendment: (a) places the application in condition for allowance as discussed below; (b) does not raise any new issues requiring further search and/or consideration; and (c) places the application in better form for appeal. Accordingly, Applicants respectfully request entry of this Amendment.

In the Office Action, claims 4-5 are rejected under 35 U.S.C. 102(b) as being anticipated by Reeder, US 5,852,812; claim 1 was rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman et al., US 6,456,986 ("Boardman") in view of Rubin et al., US 6,078,897 ("Rubin"); claims 2-3 were rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman in view of Carter, US 6,553,350, in further view of Rubin; and claim 6 is rejected under 35 USC 103(a) as allegedly being unpatentable over Reeder in view of Boardman. Applicant respectfully submits that the claimed subject mater is allowable for the reasons stated below.

With regard to claim 4, Applicant submits that Reeder does not disclose each and every claimed feature. Specifically, for example, Reeder does not disclose, *inter alia*, "the direct association of the set of rules and the service type being established within the database[.]" (Claim 4). Reeder discloses determining a pricing rule. (Col. 15, lines 33-34). However, in

Reeder, the price rule is determined based on the service ID, event ID and the customer profile. (Col. 15, lines 30-31; *see* also col. 15, lines 52-53, "[l]ook up surcharge pricing rule and discount pricing rule based on event id, service id, currency and subscription plan.") As such, in Reeder, the pricing rule is determined based on many factors, including event id, service id, currency and subscription plan. Reeder does not establish a direct association between a service type and a pricing rule within a database. Actually, the Reeder system is exactly the type of prior art that the current invention specifically identifies as deficient and successfully overcomes. (*See* the specification of the current application at pages 3-4.) In sharp contrast, the claimed invention includes, *inter alia*, "the direct association of the set of rules and the service type being established within the database [.]"

In addition, Reeder does not disclose, *inter alia*, "retrieving the associated set of rules from an external place[.]" (Claim 4). Reeder only discloses determining and applying pricing rule but does not disclose that the pricing rule is retrieved from a place external to the charge calculating mechanism. (*See*, e.g., FIGS. 10-11.) In view of the foregoing, Reeder does not anticipate the claimed invention. Accordingly, Applicant respectfully requests withdrawal of the rejections.

With respect to claim 1, Applicant submits Boardman and/or Rubin fail to teach or suggest each and every claimed feature. For instance, claim 1 recites "a type of customer service and a rule set being directly associated to one another within the database[.]" Contrary to the Office's assertion, Applicant submits that Boardman does not disclose or suggest this feature. In Boardman, e.g., FIG. 1, the selection of a price plan is based on many factors (conditions) following a tree structure, not just type of services. As such, a price plan of Boardman can only be selected by a mechanism outside a database. That is, Boardman does not disclose or suggest

that a type of service is directly associated with a rule set within a database. Robin does not overcome this deficiency of Boardman.

In addition, Boardman and Robin do not teach, *inter alia*, "said at least one rule based instruction references a discount table that includes a discount threshold value[.]" (Claim 1). The Office asserts that Boardman discloses or suggests this feature. (*See* Office Action at page 4.) Applicant respectfully disagrees because the cited portions (i.e., col. 1, lines 51-57, col. 2, lines 42-50, and FIGS. 1-2) and/or the whole disclosure of Boardman does not include or suggest a discount table referenced by a price plan. Robin does not overcome this deficiency of Boardman. In view of the foregoing, Boardman and Robin do not teach claim 1.

The above arguments regarding claim 1 also apply to claim 2, as Carter do not overcome, *inter alia*, the above identified deficiencies of Boardman and Robin. In addition, claim 2 further includes "the discount table being separate from said rule[.]" (Emphasis added). None of the cited prior art references disclose or suggest this feature. In view of the foregoing, the suggested combinations of the cited prior art do not disclose or suggest each and every claimed feature. Accordingly, Applicant respectfully requests withdrawal of the rejections.

Dependent claims 3, 5 and 6 are believed allowable for the reasons discussed above, as well as for their own additional features.

Applicant respectfully submits that the application is in condition for allowance. Should the Examiner believe that anything further is necessary to place the application in better condition for allowance, the Examiner is requested to contact Applicant's undersigned attorney at the telephone number listed below.

Respectfully submitted,

Dated: 12/18/06

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